



THE FIRST NATIONAL BANK OF BOSTON

BOSTON, MASSACHUSETTS 02110

RECORDATION NO. 11767 A Filed 1425

May 7, 1980

MAY 12 1980 - 11 10 AM

Secretary of Interstate
Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 11767 B Filed 1425

MAY 12 1980 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

0-133AG40
Date MAY 12 1980
Fee \$ 100.00-50
Jepson 50, 50
ICS Washington, D.C.

Dear Sir:

We enclose for recording with your office the following:

1. Original and two (2) executed counterparts of a Chattel Mortgage dated as of May 2, 1980, between the following parties:

MORTGAGOR: THE COMMONWEALTH PLAN, INC.
2655 Campus Drive
San Mateo, CA 94403

MORTGAGEE: THE FIRST NATIONAL BANK OF BOSTON
100 Federal Street
Boston, MA 02110

2. Original and two (2) executed counterparts of an Assignment dated as of May 2, 1980, between the following parties:

ASSIGNOR: THE COMMONWEALTH PLAN, INC.
2655 Campus Drive
San Mateo, CA 94403

ASSIGNEE: THE FIRST NATIONAL BANK OF BOSTON
100 Federal Street
Boston, MA 02110

These documents refer to Master Leasing Agreement dated as of May 1, 1980, which was recorded with your office on May 6, 1980, at 3:05 p.m. as Recordation No. 11767, and the general description of the equipment is as follows:

One (1) Class 400-K-1 Locomotive, AAR Mechanical Designation B-B, Symbol SP and Number 1600

Two Hundred (200) Tri-level Auto Racks, AAR Mechanical Designation FA, attached to railroad flatcars described as follows:

RECEIVED
MAY 12 11 04 AM '80
I.C.C.
OPERATION BR.

Carroll
Carroll

The FIRST NATIONAL BANK *of* BOSTON

-2-

TTX 854162 through 854320, inclusive, and

ETTX	900186	900210	900212	900230	900241	900270	900290
	901721	900983	901262	901267	901468	900281	901614
	901709	901740	901778	902624	902632	901499	903324
	903384	903398	903418	903419	903422	903100	903603
	903859	903874	903875	903877	907283	903593	907449
	907725	907729	908039	908262	908455	907398	

We also enclose our check in the amount of \$100. payable to the Secretary of Interstate Commerce Commission to cover the recordation fee. Would you please return one (1) copy of the recorded documents in due course for attention of the undersigned.

Very truly yours



(Miss) D. A. Nelson
Assistant Vice President

Enclosures

CERTIFIED MAIL

Interstate Commerce Commission
Washington, D.C. 20423

5/12/80

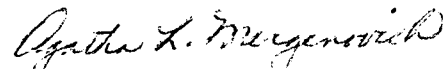
OFFICE OF THE SECRETARY

(Miss) D.A. Nelson
Assistant Vice President
First Natl. Bank Of Boston
Boston, Massachusetts 02110

Dear **Miss Nelson,**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/12/80** at **11:10am**, and assigned re-recording number(s). **11767-A & 11767-B**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

MAY 12 1980 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

The undersigned has entered into a loan agreement dated as of May 1, 1980, with The First National Bank of Boston (herein called "the Bank") in connection with property acquired and/or to be acquired by the undersigned and leased by the undersigned to Southern Pacific Transportation Company (herein called "the lessee") under a leasing agreement between the undersigned and said lessee dated as of May 1, 1980, recorded at Interstate Commerce Commission on May 6, 1980, Recordation No. 11767.

As contemplated in said loan agreement the undersigned, for value received, hereby assigns, transfers and sets over to the Bank any and all rents, renewal rents, fixed charges, mileage charges and other claims and rights to moneys due or to become due, together with any and all other rights of every kind and description of the undersigned under or arising out of the aforesaid leasing agreement and any individual leases thereunder heretofore or hereafter entered into between the undersigned and the lessee, excepting only title to or ownership of the property covered by said leases, primarily as security for the undersigned's indebtedness and liability to the Bank under said loan agreement and secondarily as security for any and all other liabilities and obligations of the undersigned to the Bank, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; it being understood, however, that the Bank does not by this assignment or otherwise assume any of the duties or obligations of the undersigned under said leasing agreement and shall not be responsible in any way for the performance by the undersigned of any of the covenants, terms or conditions thereof.

IN WITNESS WHEREOF the undersigned has duly executed this assignment this 2nd day of May 19 80

Attest:

THE COMMONWEALTH PLAN, INC.

Dan A. Muhlert
Assistant Secretary

By Bernard Goldman
President

Form Approved

Orin
Counsel

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) SS:

On this 2nd day of May, 1980, before me personally appeared Bernard Goldman, to me personally known, who, being by me duly sworn, says that he is President of The Commonwealth Plan, Inc., that the seal affixed to the foregoing Assignment is the corporate seal of said corporation, that said Assignment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing Assignment was the free act and deed of said corporation.



Gail L. Erikson
Notary Public
My commission expires Dec. 12, 1980.